

AGREEMENT

Between

THE TOWN OF NEWTOWN, CONNECTICUT

and

**THE NEWTOWN PUBLIC WORKS EMPLOYEES UNION, LOCAL 1303-200
OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO**

Through June 30th, 2018

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PREAMBLE

This Agreement is made and entered into by and between the Town of Newtown, Connecticut (hereinafter referred to as the Town) and Local 1303-200 of Connecticut Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

ARTICLE 1 **RECOGNITION**

Section 1.01

The Town recognizes the Union as the sole and exclusive representative for the purposes of Collective Bargaining with respect to wages, hours and other conditions of employment for all employees in the Highway Maintenance and Transfer Station Division of the Public Works Department, excluding all supervisory employees within the meaning of Section 7-471 of the General Statutes, and excluding administrative employees and part-time employees who work less than twenty (20) hours per week, seasonal employees, and temporary employees whose work period does not exceed one hundred forty (140) calendar days.

ARTICLE 2 **EMPLOYEES TO RECEIVE COPIES OF CONTRACT**

Section 2.01

The Town shall give each present employee and each new employee, within thirty (30) days after he starts a copy of this contract.

ARTICLE 3 **PROBATIONARY PERIOD**

Section 3.01

All new employees shall be subject to a probationary period of six (6) months. If the probationary period does not encompass winter months, the employees shall be placed on an additional probationary period of thirty (30) days beginning the January 1st following their initial year of employment. A newly hired probationary employee may be released by the Town without cause, without hearing and without recourse by the Union. Any employee promoted for a probationary period of thirty (30) days (with one extension of thirty (30) days allowed) found to be unsatisfactory during such period shall be reinstated to his previous position or equivalent without loss of seniority, grade or pay of his previous position. An employee who has satisfactorily completed his probationary period shall be entitled to the full rights and protection of this Agreement. Employee's become members of the union at the end of the probationary period.

Section 3.02

A hired probationary employee shall be entitled to Union representation during his probationary period except that actions taken with respect to discipline and discharge shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

Section 3.03

Bargaining unit employees, except for crew chiefs, will not be asked to evaluate probationary employees.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.01

Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers and authority which the employer had prior to this agreement. Such rights include, but are not limited to, the right to determine staffing levels and compositions; to appoint, promote, demote, layoff, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions, to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, procedures, equipment and facilities.

ARTICLE 5 **HOURS OF WORK**

Corrected 1/6/2016

Section 5.01

The normal workweek for Highway employees shall be Monday through Friday, five (5) days per week, forty (40) hours per week. From May 1st to September 30th, normal shifts shall be from 6:30 a.m. to 3:00 p.m. From October 1st through April 30th, normal shifts shall be from 7:00 a.m. to 3:30 p.m. Employees shall have one paid fifteen (15) minute break in the morning, between the hours of 9:00 and 10:00 am and fifteen (15) minutes of paid wash-up time at the end of the workday between 2:45 and 3:00 or between 3:15 and 3:30. There shall be a one-half (1/2) hour unpaid lunch period, between the hours of 12:00 to 12:30.

Section 5.02

Work assignments beyond the employees' normally scheduled workday or work week, except in an emergency situation, shall be made with as much advance notice as practical.

Section 5.03

There shall be a "call back" guarantee of three (3) hours' pay at the normal over time rate for road calls; there shall be a "call back" guarantee of two (2) hours pay at the rate of normal over time for building calls.

Employees shall exert every reasonable effort to report to work as soon as possible after recall; habitual tardiness will result in the employee being paid only for time worked. Habitual tardiness, defined as three (3) or more callbacks per season, will result in the employee being paid only for time worked.

Section 5.04 Standby Day

There shall be no standby required for employees unless payment is made. Persons on call for the week in a standby status will receive a \$100 stipend for the week plus one 8-hour Standby Personal

Day which may be used in ½ day – 4 hour increments. Standby Personal days may be used singly or stacked and used together in accordance with other department leave policy. However, they may not be carried over to the next calendar year unless accrued during the month of December. Such days shall be utilized by January 31st of the following year. When actually called for duty, employees will be paid at the overtime rate for their normal classification. All new employees and promoted employees may be required to serve in the rotation for standby duty when management deems it appropriate.

A Standby Personal Day or any portion thereof of up to 4 days must be requested in writing and approved at least 3 calendar days in advance. Approval shall not be unreasonably withheld and such notice may be waived at the discretion of the Department Head or designee.

It shall be the on-call person's responsibility to notify the Operations manager and the Communication Center when the designated on-call person is being substituted for another member of the bargaining unit. If the on-call person calls out for any reason, he must get a replacement for that day and follow the notification procedure as stated above. Employees on sick leave except for a scheduled doctor's appointment will not be eligible to be called in for either incidental or emergency call-out. Employees on any leave will not be eligible to be called-in and will be considered unavailable unless there is a town-wide emergency.

The on-call person will be responsible for all work performed from the end of the workday until the start of the next work day; unless there is a person or crew that is kept on for a continuation of the work day. Other than a continuation of the work day, any additional work will be the responsibility of the on-call person.

In the event that a call for work is received at the Highway Department outside of the working hours the caller must be instructed to call the town dispatch center so the on-call person can be properly notified and instructed. If the on-call person is called to duty within one half hour (30 minutes) before the start of the work day he will only be paid a 30 minute call-back.

Return to work is mandatory for all weather and Town emergencies when a crew of more than eleven (11) employees is required.

Section 5.05 Out of Class Pay

Bucket or Vac Truck Operators will be paid at the rate of the classification of Heavy Equipment Operator in accordance with the contract between the parties for that time in which they are actively engaged in operating the bucket equipment.

A crew of two-(2) Bucket or Vac Truck Operators will man the equipment when it is in use.

An annual stipend of five hundred dollars (\$500.00) will be paid to the employee holding the position of Senior Bucket Trainer, who shall be designated by the Public Works Director and/or the Deputy Public Works Director.

ARTICLE 6 **UNION SECURITY**

Section 6.01

Each employee who has become a Union member prior to the effective date of this Agreement shall, as a condition of employment, maintain his/her membership in the Union by paying the initiation fees

and periodic membership dues or service fees. Each employee hired after the effective date of this Agreement shall, as a condition of employment, after the completion of his/her probationary period, become a member of the Union and maintain his/her membership in the Union by paying the initiation fees and periodic membership dues or pay to the Union a service fees. Service fees shall not exceed the proportion of Union dues required for contract administration, negotiations and grievance adjustment.

Section 6.02

Each month, the employer agrees to deduct monthly Union dues, in the amount certified by Local 1303, or service fees, as the case may be, from each member of the bargaining unit who is on the payroll and has signed a payroll deduction authorization card. All dues and service fees so collected, together with a report showing the name of each employee and the amount deducted, shall be remitted each month to the person and place designated by an officer of Local 1303.

Section 6.03

The Union agrees that it will save the Town harmless and indemnify it from any claim for damages, cost, expense, action or proceeding, judgments and attorneys' fees incurred by the Town by reason of or in connection with the Town carrying out the provisions of this Agreement concerning the assignment of wages for such dues as hereinbefore mentioned, or by virtue of any action or non-action taken by the Town in compliance with the terms of this Article VI.

ARTICLE 7 **SENIORITY**

Section 7.01

Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular, full-time employee.

An employee's seniority, and his employment, shall terminate, upon any of the following conditions:

- (1) Resignation;
- (2) Discharge for cause;
- (3) Retirement;
- (4) Death;
- (5) Reduction in force due to elimination of position, reduction in force for other legitimate reason;
- (6) Absence due to illness, authorized leave of absence or temporary layoff for a period in excess of twelve months;
- (7) Failure of an employee on layoff to return to work upon recall within three days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Personnel Department); and
- (8) Unexcused absence in excess of three consecutive workdays.

In the event an employee is rehired into the bargaining unit within one year of having resigned, the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

The seniority list shall be brought up-to-date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

Section 7.02

The purpose of seniority is to provide a declared policy of right or preference as to lay-off, transfers and vacations.

- (a) For the purposes of promotion, promotional openings shall be posted for a period of five (5) working days.
- (b) Promotions shall be made on the basis of ability, qualifications, and attendance record (limited to the most recent five-(5) years). If two candidates competing for a promotional opening are reasonably equal, the candidate with the most seniority shall be awarded the position after testing. The type of testing is to be determined by the Town. Such testing shall be fair, reasonable and not arbitrary.

Section 7.03

Seniority, after ninety (90) days or any extension of the probationary period, will be retroactive to the date of hire.

ARTICLE 8 LAY-OFFS AND DISMISSALS

Section 8.01

When it becomes necessary to reduce the force, layoffs will be made in inverse order of hiring and recall shall be by seniority. However, an employee shall only be able to bump laterally or to a lower rated job classification, provided he can perform the work without training.

Section 8.02

In the event a layoff for lack of work is pending or proposed, the Town shall notify the Union President as soon as practical, but in any event not less than forty-eight (48) hours. No employee shall be laid off without two (2) weeks, notice unless such notice is not practical.

Section 8.03

The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

Section 8.04

No part-time, temporary or seasonal employee shall be employed while employees of the unit are on lay-off status.

Section 8.05

No permanent employee shall be subject to disciplinary action, discharge or a suspension except for just cause. If any employee is so disciplined and in his judgment this action is taken without just

cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement, and shall have the right to be represented by the Union; provided, however, that notwithstanding the foregoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee, is recognized as the grievant/party to the arbitration. He shall be provided a copy of all charges and statements, as soon as possible, of any adverse action as above.

Section 8.06

All disciplinary action shall be applied in a fair manner. Disciplinary action shall include: (a) verbal warning, (b) Written warning, (c) Suspension without pay, (d) Demotion, and (e) Discharge. The parties recognize that the type of disciplinary action taken shall be appropriate to the employee's infraction.

Section 8.07

The Town shall, within 24 hours, notify the Union President in writing of any suspension or discharge, except suspension or discharge of a probationary employee, with a copy given to the employee.

ARTICLE 9 **GRIEVANCE AND ARBITRATION**

A grievance is defined as a complaint alleging a violation of, or concerning interpretation and/or application of, any of the specific terms of this Agreement. Grievances will be processed in the following manner:

Section 9.01

The employee or the Union having a grievance or complaint must take up the grievance or complaint with the employee's immediate supervisor, in writing, within ten (10) work days of the occurrence giving rise to the grievance or within ten (10) workdays of the date the employee could have known of such occurrence. The immediate supervisor shall give his answer in writing within ten (10) workdays after receipt of the grievance.

Section 9.02

If the Union is not satisfied with the decision, the Union may, within ten (10) workdays of receipt of the Supervisor's answer, submit it to the Director of Public Works, who shall render his decision in writing within ten (10) workdays of his receipt of the grievance.

Section 9.03

If the Union is not satisfied with the Second Step answer, the Union may appeal that decision to the First Selectman or his designated representative, in writing, within ten (10) workdays of receipt of the answer to the Second Step. The First Selectman or his designated representative shall render his decision, in writing, within ten (10) workdays after his receipt of the appeal.

Section 9.04

If the decision of the First Selectman is not acceptable to the Union, the Union may appeal to the State Board of Mediation and Arbitration within thirty (30) days of the First Selectman's decision. The decision of the arbitrator shall be final and binding on both parties of this Agreement. If not submitted for arbitration, the Selectman's decision is final and binding. The arbitration shall be confined in the decision to be rendered to the interpretation and/or the application of particular provisions of the Agreement and the facts, which gave rise to the grievance or grievances. The arbitrator shall have no power to add to or to subtract from or to modify this Agreement. Only the Union may appeal a grievance to the State Board of Mediation and Arbitration. The Union, not the employee, is recognized as the grievant/party to the arbitration.

Section 9.05

The cost of arbitration shall be borne equally by the Employer and the Union.

Section 9.06

In all cases, unless the parties agree otherwise, mediation shall be used before the matter is decided by an arbitrator.

Section 9.07

Any time limits specified within this Article may be extended by mutual agreement of the Town and the Union. If a grievance is not submitted to a higher step in the grievance procedure, it shall be deemed settled on the basis of the Town's answer in the previous step. In the event the Town does not respond in writing within the designated time limits, or any mutually agreed extension, the grievance shall be considered denied on the last day of the time period for response, which date shall initiate the running of the time limits for appeal to the next step.

ARTICLE 10 **WORKING RULES AND DIRECTIVES**

Section 10.01

The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 10.02

Written working rules and written directives of the Town affecting the working conditions of the employees of the Public Works Department shall be posted, with copies provided to the Union President.

Section 10.03

This Agreement shall affect only regular, full-time employees of the Town. Part-time, temporary and seasonal employees may be used by the Town to supplement the work force. However, such part-time, temporary and seasonal employees shall not be hired consecutively by the Town for the purpose of avoiding hiring full-time employees.

ARTICLE 11

OVERTIME

Section 11.01

Time and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid in the following instances:

- (a) All work performed in excess of forty (40) hours per week or time in excess of eight (8) hours in any one-day.
- (b) For the purpose of computing overtime, time worked, weekly or daily, and paid time (other than worked time) shall be computed.
- (c) All work performed on Saturday and Sunday by employees who regularly work Monday through Friday.
- (d) All work performed on Sunday and Monday by employees who regularly work Tuesday through Saturday.
- (e) There shall be no pyramiding of overtime.
- (f) Crew Chiefs who are called in and required, prior to reporting to the call-in, to telephone their crews will receive, in addition to time worked, one-quarter (1/4) hour of pay at their overtime rate.

Section 11.02

All hours performed on the holidays hereinafter specified in this Agreement shall be paid at the rate of double time in addition to the regular holiday pay of eight (8) hours.

Section 11.03

- (a) Overtime work shall be divided equally as far as practicable by rotation on a seniority basis, subject to the employee's ability and classification to perform the required work. Any employee who refuses to perform overtime shall be charged a turn on the rotation list. In the event all available employees refuse an overtime assignment, employees shall be ordered in to work and shall report. The employee who has actually worked the least amount of overtime shall be ordered in first.
Return to work is mandatory for all weather and Town emergencies when a crew of more than eleven (11) employees is required.
- (b) When overtime is required outside the employee's normal shift, the Town shall attempt to notify the employee at the last telephone number supplied to the Town. In the event there is no answer to a telephone call, the employee will be charged a turn on the rotation list. Employees who are mistakenly missed for overtime will be given priority on the rotation schedule the next scheduled overtime assignment for which they are qualified.

Section 11.04

Snow and ice control or emergency overtime work will be offered to all available employees who are qualified to perform the job before outside sources may be used in accordance with Section 11.03 and 5.04.

Section 11.05

Employees shall be granted reasonable time off - thirty (30) minutes - with pay for eating or rest after working four (4) hours in emergency conditions.

Section 11.06

Any employee who chooses to leave work during the regular workday after working long hours in storms or emergency conditions may receive the approval of his immediate supervisor with notification to the Operations Manager, Deputy Director or Director which shall not be unreasonably withheld and if approved the time shall be charged as paid sick time, if such paid sick time is available. If no sick time is available other earned time may be used.

Section 11.07

Whenever practical, regular full-time employees shall have first preference for all overtime work before part-time, temporary or seasonal employees are used.

ARTICLE 12 **HOLIDAYS**

Section 12.01

The Town shall provide the following paid holidays for all employees:

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One-half day before Christmas Day
Labor Day	One-half day before New Year's Day
Columbus Day	Martin Luther King Day

Holidays shall be observed as officially designated. When the officially designated holiday falls on a Saturday, it shall be observed on the preceding Friday. When the officially designated holiday falls on a Sunday, it shall be observed on the following Monday.

Section 12.02

Employees who are off-duty on any of the approved holidays above by reason of sick or vacation leave shall not be charged for a sick/vacation day but will be paid for the holiday.

ARTICLE 13

VACATIONS

Section 13.01

In each calendar year, a permanent full-time employee shall accumulate vacation leave with pay on their anniversary date according to the following schedule:

- (a) After six (6) months - One week
- (b) After one (1) year - Two weeks
- (c) After five (5) years - Three weeks
- (d) After twelve (12) years - Four weeks
- (e) After twenty (20) years – Four weeks plus 1 day per year to a maximum of five weeks after 25 years.

Section 13.02

No employee shall take vacation during the period December 16th through March 14th. Upon the request of an employee, the Department Head or his designee, solely at his discretion may grant an exception.

Section 13.03

Employees shall select their vacation for up to two (2) consecutive weeks by seniority. Employees entitled to more than two (2) weeks of vacation shall schedule their remaining vacation weeks by seniority after all employees have had an opportunity to schedule their first two weeks of vacation. The Department Head or his designee at the request of the Union may grant exception to this procedure. An employee with more than two (2) weeks of vacation may take the excess above two (2) weeks outside of the normal March 15 - December 15 vacation period with the advance approval of management and provided the employee states his intentions no later than November 15.

A Vacation Day or any combination of available time, except sick time, or any portion thereof of up to 4 days shall be requested in writing and approved at least 3 working days in advance.

A Vacation Day or any combination of available time, except sick time, or any portion thereof in excess of 4 days shall be requested in writing and approved at least 15 working days in advance.

Approval shall not be unreasonably withheld and such notice may be waived, in an emergency, at the discretion of the Department Head or designee.

Section 13.04

No more than a total of four (4) employees shall be on vacation at any one time at the discretion of the Director or his designee. No more than two (2) truck drivers, one (1) mechanic, one (1) crew chief and one (1) heavy equipment operator shall comprise the total of four (4) employees on vacation. No more than one employee from the Transfer Station shall be on vacation at any one time at the discretion of the Director or his designee.

Section 13.05

Employees may be allowed to carry over a maximum of five (5) vacation days from one vacation year to the next with the permission of the First Selectman or his designee. Such permission shall not be unreasonably denied. All days carried over will be taken prior to June 30th. There shall be no payment in lieu of vacation days. Notwithstanding the above, any employee who, due to inclement weather or emergency, is offered by the Town to cancel vacation voluntarily during the month of December will be allowed to carry over such cancelled vacation into the next calendar year. Any vacation carried over under this provision must be taken by the end of January in the calendar year following the cancellation.

ARTICLE 14 EMERGENCY DAYS

Section 14.01

Each employee shall be eligible for three (3) emergency days per year. An emergency is an unforeseen event requiring that the employee be absent from work. The emergency days may also be used by the employee to observe a religious holiday occurring when the employee is scheduled to work and requiring that no work be performed. As much advance notice as is practical under the situation and the reason for the day being taken shall be given to the Operations Manager, Deputy Director, Director or Fleet Forman upon request.

Section 14.02 Perfect Attendance

An employee with perfect attendance for four (4) consecutive months shall receive one earned day, which may be used in ½ day – 4 hour increments. Use of approved leave time, including bereavement time, jury duty time, vacation, and personal time will not count against perfect attendance, but other absences such as sick leave do count against perfect attendance. If the 12 annual sick days are exhausted the employee will not be eligible for the earned day.

ARTICLE 15 LONGEVITY

Section 15.01

Each employee who has completed the required years of service shall be granted:

After fifteen (15) years One (1) week's base pay

After twenty (20) years One and one-half (1-1/2) weeks, base pay

After twenty-five (25) years Two (2) weeks, base pay

ARTICLE 16 SICK LEAVE

Section 16.01

Income Protection Plan. The parties agree that, as a condition of employment, all employees are expected to report to work on their regularly scheduled shifts except as specifically provided otherwise in this Agreement. It is recognized, however that on occasion employees will be rendered physically unable to perform assigned work due to non-job-related accidents or debilitating illness. The paid sick days provided in this Section are for purposes of any illness or other than job-related

sickness or injury covered by Workers' Compensation and shall not be considered as personal days off. In the event management has reasonable cause to believe that an employee is abusing sick leave by taking sick days for purposes other than personal illness management may require substantiation of the employee's illness from a recognized medical authority.

A. Occasional Leave

1. An occasional leave shall mean any absence for non-job related illness or injury of five (5) or less consecutive workdays.
2. Employees with less than six (6) months of continuous service shall be paid up to two (2) days of paid absence in the first six (6) months of employment.
3. For employees with more than six (6) months of continuous service, occasional days of absence shall be paid up to an accumulated total of twelve (12) days in any calendar year, less any days taken during the first six months of employment. After the first year of employment, employees may bank up to 5 days for use of the Short Term Disability eligibility period only.
4. No employee shall leave work unless the Operation's Manager, Deputy Director or Public Works Director grants permission. Garage personnel will need permission from the Fleet Foreman.

B. Disability Benefits

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous service for the Town.

1. **Short-term Disability**

Short-term disability shall apply to any extended absence for non-job related illness or injury of more than five (5) consecutive work days. After the first five (5) days of absence and for a maximum duration of twenty-six (26) weeks and a day, weekly benefits will be paid in the amount of sixty six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician and provides the employer with medical documentation in support of the employee's continuing absence from work. Employees who have been medically cleared to return to work following the birth of a child and are therefore no longer eligible for STD may utilize leave in accordance with federal or state Family and Medical Leave Act(s).

2. **Long Term Disability**

Employees who after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job for the first two (2) years of disability and, following the first two (2) years, or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit as determined by the Long Term Disability policy which shall be equal to fifty percent (50%) of their normal

monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security, and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for long term disability benefits for the length of their disablement up to their normal retirement date.

Section 16.02

Employees shall retain the sick leave bank accumulated as of the signing of this contract. Said sick leave bank may be used to supplement short-term disability benefits as set forth in Section 11.01 B. 2. c. at a charge to the bank of one-third (1/3) day for each day the supplement is paid. Sick leave accrued after the signing of this contract can only be carried over as per 16.01(A-3).

Section 16.03

The Department Head may require a doctor's certificate stating that the employee has sufficiently recovered from an illness or injury to return to work.

Section 16.04 **Workers Compensation**

In acknowledgment of MPP-28272 Settlement Agreement dated April 7th, 2010, the Town will supplement workers compensation payments at one hundred percent of the injured employee's rate of pay for the 1st full month. The town will supplement workers compensation payments at ninety percent of the injured employee's rate of pay for the 2nd and 3rd full months. The town will not supplement workers compensation payments after the end of the 3rd full month.

ARTICLE 17 **FUNERAL LEAVE**

Section 17.01

In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee, not to exceed three (3) days by the Operations Manager, Fleet Forman, Deputy Director or Director

Section 17.02

For the purpose of this policy, the term "immediate family" shall be defined as one of the following relations: mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, spouse, child, grandparents, grandchildren, stepchildren, aunt and uncle, nieces and nephews.

ARTICLE 18 **EMPLOYEE RIGHTS AND REPRESENTATION**

Section 18.01

Employees have and shall be protected in the exercise of the right, without the fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

Section 18.02

Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances upon proper notification to his supervisor at the first two steps of the grievance procedure.

Section 18.03

Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances at Selectman's level or higher through arbitration.

Section 18.04

The members of the Union's bargaining committee, to a maximum of three (3), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for fifty percent (50%) of all meetings between the Employer, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto.

Section 18.05

The employee may, with permission of the Director of Public Works, contact a steward during the working hours regarding an adverse action, which could not be resolved at the time by a supervisor.

Section 18.06

Not more than two (2) members shall be off-duty on Union business leave without pay at the same time. The Union shall be required to submit the names of the two-(2) members as far in advance as practical.

Section 18.07

Each employee shall have the right to see his personnel file upon request.

ARTICLE 19

EMPLOYEE GROUP INSURANCE

Section 19.01

The Town agrees to continue in effect for each employee and his enrolled dependents, the Anthem Century Preferred plan, as per the attached document, including dental and prescription coverage.

Each employee shall pay the following percentage of the monthly premiums for their medical insurance. Said payments shall be made by payroll deduction.

July 1 st , 2015	10%
July 1 st , 2016	11%
July 1 st , 2017	12%

Section 19.02 Full-time employees shall be given an option one time each year to decline the medical coverage described in Section 19.01 of this article. Employees who elect such option shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option to decline not been chosen. The Town shall pay employees who elect such option \$1500 in April and \$1500 in October annually.

Section 19.03

The Town shall provide each employee with Group Life and Accidental Death & Dismemberment Insurance policy in the amount of two times the employee's annual base rate of pay rounded to the nearest thousand.

Employees may be eligible to buy portable group life insurance coverage as determined by the insurance carrier upon separation of employment with the Town. The Town will provide the carriers eligibility requirements upon request by the employee.

Section 19.04

The Town may change insurance carriers at any time during the course of this Agreement provided the Union receives prior notification and provided all benefits and services supplied by a new carrier shall be comparable to all benefits and services supplied by the former carrier.

If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance & Arbitration process. The Town will not implement this change of carriers, should this occur, until the arbitrator has made a ruling.

Section 19.05

Each employee, upon hire and upon ratification of the collective bargaining agreement, shall receive a copy of the group health insurance contracts or descriptive plan booklets.

Section 19.06

The Town shall make a premium conversion and flexible spending account plan available to employees participating in the group health insurance plans described above for health insurance premiums to the extent permitted by and subject to the terms of Section 125 of the Internal Revenue Code, as that provision may be amended from time to time.

Section 19.07

Affordable Health Care Act

If the Town receives notice, on or after January 1st 2017, that the total cost of the group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue Code Section 4980i, during the term of this contract, the Town and the union will, upon request of the Town engage in mid-term negotiations regarding the impact of such excise tax.

ARTICLE 20
PROTECTIVE CLOTHING

Section 20.01

The clothing allowance for the employees in the bargaining unit shall be \$500

The town shall reimburse the following: pants, shirts, sweatshirts, jackets, overalls, coveralls, safety green tee shirts for day-time use and safety shoes.

Employees shall be reimbursed from the draw account only after presentation of receipts disclosing the items purchased and the cost. The Town shall supply protective clothes. This shall consist of helmets, rain gear, boots, vests, ear, hand and eye protection.

All articles shall be navy blue in color and in good and clean serviceable condition. In the event that an employee reports for work in clothing that is unacceptable to management the employee will be sent home to change, without pay. All upper garments, excluding heavy outerwear, shall have the approved public works logo displayed above the left pocket area.

Employees on a disability leave of any kind shall not be eligible for clothing allowance until their return to work. Employees who have submitted their retirement or resignation letter to the Town will not be eligible for clothing allowance.

ARTICLE 21
RETIREMENT

Section 21.01

The Town and the Union agree that the provisions of the current Town Pension Plan covering Public Works Department employees shall continue in full force and effect during the term of this Agreement. Participation in the Town Pension Plan is mandatory for all employees hired on or after July 1, 1990.

Section 21.02 **DEFERRED COMPENSATION PLAN**

The Town shall make available to the Union a voluntary Deferred Compensation Plan. The Union hereby agrees to indemnify and hold the Town harmless from any and all claims, lawsuits, judgments, etc resulting from the participation of the employees in the plan.

ARTICLE 22
WAGES

Section 22.01

The rates set forth in Appendix A attached hereto and made apart hereof shall be in effect as indicated.

Section 22.02

Depending on the experience of newly hired employees, the Town may establish starting rates up to fifteen percent (15%) per hour less than the scheduled rate for the first six (6) months of employment and up to ten percent (10%) per hour less than the scheduled rate during the second six months of employment.

Section 22.03

Employees who are assigned to perform the responsibilities of a higher rated job classification, regardless of the job description, shall be compensated at the higher rate provided the job assignment involves at least one half (1/2) of the working shift. No employee shall receive out-of-classification pay unless the employee has provided a written agreement signed by the First Selectman in advance of the out-of-classification work.

When it is known that the Yardman will be absent for a week or more, the fill in will be paid at the Yardman rate.

ARTICLE 23

NO STRIKE/NO LOCKOUT

Section 23.01

During the life of this Agreement, there shall be no strike, slowdown or stoppage or curtailment of work or other type of interference by employees or employee, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE 24

SUBSTANCE ABUSE PREVENTION

Section 24.01

Any employee whose position requires that he operate Town vehicles shall be required to take drug tests without advance notice as a condition of continued employment as provided below:

- (a) A supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. In such case, the supervisor shall state the grounds for reasonable suspicion in writing.
- (b) An employee shall take a drug test when an unannounced mandatory testing program is required by the Town. The Public Works Director or his/her designee shall determine the testing facility to be used. The selection of employees for random testing will be conducted by a third party administrator and shall be determined by a computer based scientifically valid method of selection. Employees will be selected anonymously using an identification number having no correlation to actual employee names. All employees shall have an equal chance for being tested each time the selections are made. Employees shall remain in the pool even after being selected and tested. Therefore, an employee may be selected for a random test more than once during a year. The dates for such random testing will also be determined on a random basis by the third party administrator. No fewer than two (2) employees shall be scheduled for testing at the same time. In the event that an employee's number has been selected and he is unavailable for testing, the third party administrator will repeat the selection process to obtain another number. However, the unavailable employee's number will be returned to the selection pool when the selection process is repeated.

Section 24.02

The employee shall be referred to a medical facility where a member of the staff shall monitor the employee's production of the urine sample. Collection of urine specimens must allow individual privacy unless there is reason to believe that a particular person may alter the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same

gender as the employee. If an employee is unable or unwilling to give a specimen at the time of the test, the employee shall be permitted no more than two (2) hours to give a sample, during which time he shall remain in the testing area, under general observation. The employee may be required to consume reasonable amounts of water during the waiting period. Failure to submit a sample shall be considered a refusal to submit to a drug test.

Section 24.03

The laboratory selected by the Town to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. A written chain of custody of each employee's urine sample shall be maintained. Drug testing methodology shall include procedures to confirm any positive test result. The urine sample shall be divided into two portions. If the first portion tests positive for an illegal substance, a confirming test shall be conducted using the same portion. The employee may request that the second portion be submitted directly to another comparable laboratory for testing. The employee shall bear the expense of this second test.

Section 24.04

In the event an employee refuses to submit to a drug test, the employee shall be discharged and said discharge shall be deemed to be for just cause.

Section 24.05

In the event an employee voluntarily discloses that he has a problem with drug or alcohol dependency, the employee shall be immediately placed on non-job-related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program and the employee's continuing participation in a follow-up program.

Upon reinstatement, an employee with previous drug dependency shall submit to drug testing at least monthly for the first twelve-(12) months and bimonthly for the next thirty-six (36) months. After the 1st year, the Substance Abuse Professional (SAP) may terminate this requirement or continue follow-up testing. An employee who refuses to submit to follow-up drug testing as required by this Section or who fails to continue in the prescribed follow-up program or who experiences a positive drug test result after reinstatement shall be discharged and said discharge shall be deemed for just cause. A disclosure of a drug dependency problem by an employee upon notice from the Town that he is scheduled for drug testing shall not be deemed to be a voluntary disclosure.

Section 24.06

Whenever a supervisor has reasonable suspicion that an employee is unfit for duty due to alcohol or drug abuse as demonstrated by the employee's physical condition and/or behavior upon reporting for work, or whenever an employee is found using or in possession of illegal drugs or alcohol while on duty, said employee shall be immediately relieved from duty for that day. The supervisor may order the employee to submit to a physical examination and/or to any testing, including but not limited to, a urine test, blood test and/or the intoximeter for sample analysis. Any employee reporting for work unfit for duty as a result of alcohol or drug abuse and/or refusing to submit to testing as ordered by

the supervisor and/or found using, distributing or in possession of illegal drugs or alcohol while on duty shall be subject to discipline up to and including discharge. In the event the employee is found to be unfit for duty because of abusing alcohol or legal drugs, he shall be referred for rehabilitation pursuant to Section 24.05 above. The Town may require a rehabilitation program as a condition of employment.

ARTICLE 25
PAST PRACTICE

Section 25.01

At the time of executing this Agreement between the Town and its employees, all past practices preceding 7/01/15 shall cease and exist by the very nature of this Agreement.

ARTICLE 26
DURATION OF AGREEMENT

Section 26.01

This Agreement shall be effective when signed through to June 30, 2018 and shall automatically be renewed unless negotiations for a new contract are requested in writing by either party not less than one hundred twenty (120) days nor more than one hundred eighty (180) days prior to the expiration date of this contract. Retroactivity will only apply to wages.

IN WITNESS WHEREOF, the parties hereto set their hands

this_____ day of _____, 2015.

For the Town of Newtown

For the Union

Attachment A

	7/1/2014	7/1/2015	7/1/2016	7/1/2017
	1.75%	1.9%	2.00%	2.00%
Master Mechanic	30.61	31.19	31.82	32.45
Mechanic	27.97	28.50	29.07	29.65
Crew Chief	28.03	28.56	29.13	29.72
Heavy Equipment Operator	26.91	27.42	27.97	28.53
Transfer Station Attendant	26.04	26.53	27.08	27.61
Tool Crib Attendant	26.91	27.42	27.97	28.53
Truck Driver	26.04	26.53	27.07	27.61
Lead Man	27.47	27.99	28.55	29.12
Yard Man	27.47	27.99	28.55	29.12